

## PUBLIC CONTRACT

### 1. DEFINITIONS

- 1.1. The terms used with capital letter in this public contract (hereinafter referred to as **the Contract**) and in other documents drawn up by the Parties within the scope of this Contract have the meaning defined in the Company's rules for usage of the System (hereinafter referred to as the **Rules**). The Rules are a public document and are posted on [www.idram.am](http://www.idram.am) platform that belongs to the Company.

### 2. SUBJECT OF THE AGREEMENT

- 2.1. The Participant joins the System, accepts the Rules and the Terms, and provides the Company with the right of use for the database related to its Followers, including commercial information, and the Company makes settlements related to Transactions, prepares payment orders for the transfers referred to in clauses 4.1 and 4.2 of the Rules, as well as renders payment and settlement services to the Participant in the manner specified in clauses 4.4 and 4.5 of the Rules.

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

#### 3.1. The Participant shall:

- 3.1.1. enter accurate information in the System;
- 3.1.2. have a registration account in the Company's Idram system.

#### 3.2. The Participant has the right to:

- 3.2.1. edit the information entered by it in the System,
- 3.2.2. invite other people to join the System and form its Followers' team;
- 3.2.3. offer its preferred point of sale from where it wants to get a discount;
- 3.2.4. order plastic cards intended for inviting others to the System, for payment.

#### 3.3. The Company shall:

- 3.3.1. provide the Participant with a username and password for access to the System;
- 3.3.2. ensure the Participant's access to the System and concluding Transactions with the System.

#### 3.4. The Company has the right to:

- 3.4.1. conduct current management of the System, determine its structure, appearance;
- 3.4.2. permit or restrict the Participant's access to the System in accordance with the Terms;
- 3.4.3. use the data related to the Transaction, the Participant, and the latter's Followers, as defined by the Terms.

### 4. ENTRY INTO FORCE AND AMENDMENT OF THE CONTRACT

- 4.1. The Contract enters into force upon registration of the Participant in the System and remains valid for the entire period of using the System.
- 4.2. The Company has the right to amend the Contract unilaterally by posting the amended version of the Contract on the Website and sending a respective short message to the Participant.
- 4.3. The amended Contract enters into force within the timeframe set by the Company's relevant act on approval thereof but not earlier than 10 (ten) days after the date on which the amended Contract is posted on the Website.
- 4.4. In case of disagreement with the provisions of the Contract, the Participant has the right to suspend unilaterally its membership in the System.

## RULES

### 1. DEFINITIONS

- 1.1. The following terms used in these rules with capital letter have the meaning defined in this clause unless otherwise specified by the terms and conditions adopted by the Company:
- **System** - a platform owned by the Company ([www.idram.am](http://www.idram.am)), where legal entities or private individuals present the products and (or) services sold by them.
  - **Participant** - a legal entity or private individual registered in the System, having the appropriate individualization data.
  - **Follower** - All persons registered in the System by the Participant up to the sixth level, of whom the persons registered immediately in the Participant's team are the Participant's first-level Followers, the persons registered in their team are the Participant's second-level Followers, and thus up to the sixth level.
  - **Representative** - A person authorized (indicated) by the Participant through the System or a person designated by the Company as the Participant's representative.
  - **Partner** - legal entity or private individual registered in the System, carrying out commercial activity.
  - **Transaction** - an agreement on selling the Partner's products, services or works to the Participant through the System or another transaction that is relevant to the nature of the System.
  - **User** - Participant, Follower and (or) Partner.
  - **Company** - "Idram" limited liability company.
  - **Website** - [www.idram.am](http://www.idram.am) website that belongs to the Company through the right of ownership.
  - **Rules** - rules for usage of the System approved by the Company, which is a public document posted on the Website.
  - **Terms** - the terms and conditions of usage of the System specified by the Company in form of a separate public document posted on the Website.
  - **Contract** - an agreement and (or) contract concluded between the Company and the Users that relates to the System's operation or conditions it.
  - **Cashback** - amount refundable to the Participant, equal to the unused portion of the advance payment made to the Partner by the Participant.
  - **Remuneration** - remuneration paid to the Participant by the Company for the use of the commercial information (including the database) related to the Participant's Followers.

### 2. DATA ENTRY PROCEDURE

- 2.1. In the respective sections and locations of the Website, the User shall enter data, information and other materials related to the User to make them accessible for the Website users and to secure operation of the System.
- 2.2. In the course of concluding a Transaction, the Partner immediately enters the Transaction data into the System, via telephone or computer, or provides the Participant with a signed and sealed voucher containing the Partner's name, the name and surname of the responsible person (if required), the Participant's identification number, date of the Transaction, the cost of the product or service, and the applicable discount in the form of interest or amount.
- 2.3. If, for any technical reason, the Partner fails to enter the above data into the System, the Partner shall enable (provide the passwords required for accessing the Partner's page, etc.) the Company's Representative coordinating the Partner's activities in the System to enter the specified data instead of the Partner.

### 3. DISCOUNT ANNOUNCEMENT PROCEDURE

- 3.1. The Partner announces a discount in the System and undertakes to apply it during a Transaction.
- 3.2. The Partner may, at its sole discretion, offer a discount also to other - non-Participant customers and accept the discount amount as advance payment that the customers may use only after registering in the System.
- 3.3. The Partner may change the discount rate maximum once during 1 (one) day. The revised discount rate (most recently recorded) and the related calculations start to be applied at 00:00 on the next working day following the change.
- 3.4. The Partner may set the following discounts:
- Basic - discount that applies to all products or services;
  - Individual - discount that applies to a certain product or service;
  - Special - discount that is in form of a special offer;
  - Hot deal - discount offered for a definite period of time.
- 3.5. If a 0 (zero) discount rate is set for any product or service, that product or service is automatically removed from the search system.
- 3.6. If a 0 (zero) basic discount rate is set, the respective Partner is fully removed from the search system and is not displayed to the Website visitors. If the discount rate is set below the minimum limit, the System makes it 0 (zero).
- 3.7. In the event if reservation of a product or service is possible, the Partner undertakes to provide the product or service applying the discount rate announced at the time of such reservation, except where the discount rate applied at the time of purchase exceeds the discount rate announced at the moment of reservation, in which case the higher of the announced discount rates applies.

#### **4. PROCEDURE OF SETTLEMENTS AND PAYMENTS**

- 4.1. In the course of concluding a Transaction, the Participant makes (also from the Participant's account recorded in the System) cash or non-cash payment of the full value of the Transaction, including the amount of the discount, which is recorded with the Partner as advance payment received from the Participant and may be used by the Participant to perform other Transactions with the Partner.
- 4.2. The Participant's Cashback amounts to 100 (one hundred) percent of the advance payment made to the Partner, and the unused portion of it is transferred to the Participant by the Partner within 3 (three) working days after calculation of the Cashback.
- 4.3. The Remuneration amount is 18 (eighteen) percent of the commission fee received by the Company for the payment and settlement service rendered to the Participant by the Partner within the framework of the separate agreement concluded between the Company and the Partner, without taxes, which is equally allocated to those Participants maximum 6 (six) levels above the entity concluding the Transaction in the System, for whom the entity concluding the Transaction is a Follower.
- 4.4. When the Remuneration amount payable to the Participant exceeds AMD 100 (one hundred), it is transferred to the Participant within 3 (three) working days, after withholding the respective taxes by the Company.
- 4.5. The Cashback and Remuneration amounts are calculated by the System automatically and the related transfers are made between the accounts recorded in the System; the amounts transferred shall be rounded up or down to the unit digit in accordance with the rules of the financial institution cooperating with the Company.
- 4.6. The Cashback or Remuneration amount is transferred to the Participant's Representative if the Participant does not have an account recorded in the System, or if as a result of transferring the amount to the Participant, the balance on the Participant's account will exceed the permitted limit set by the Central Bank of Armenia.
- 4.7. The Participant's Cashback or Remuneration amount transferred to the Representative is transferred by the Representative to the respective Participant within 3 (three) working days following submission of an Idram settlement account number by the Participant.

#### **5. FINAL PROVISIONS**

- 5.1. The Rules are approved by the Company.
- 5.2. Amendments to the Rules shall enter into force within the timeframe set by the Company's relevant act on approval thereof but not earlier than 10 (ten) days after the date on which the amended Rules are posted on the Website.

## TERMS

### 5. GENERAL PROVISIONS

- 5.3. The Terms are approved by the Company.
- 5.4. The concepts used in the Terms with capital letter have the meaning defined in the Rules.

### 6. INFORMATION

- 6.1. The choice of information subject to posting on the Website is made by the User at its own discretion and the Company does not bear responsibility to control such information.
- 6.2. The offers, information, and links to other websites posted in the System by the Partner are mostly of promotional nature and are published by the Company on the Website to be accessible for the Website users, which does not imply that their content has been approved by the Company.
- 6.3. The Company may limit or reject posting of unwanted information on the Website, analyze and remove false, offensive, and other unacceptable information posted on the Website, as well as information published in wrong sections and places of the Website, and take any technical and legal measures to prevent access to the Website for a User posting such information.

### 7. CONTENT

- 7.1. The content may include a copyright object, a trademark, or some other object of property and non-property right.
- 7.2. The User declares and warrants that the provision of the content to the Company by the User or posting thereof on the Website, as well as its use by the Company, is not a violation of the rights to the objects of intellectual property.
- 7.3. Within the scopes of the legislation, the User waives its personal non-property rights to the content and assures that it will not call to account the Company or the Company's legal successors and representatives.

### 8. PERSONAL DATA

- 8.1. By placing personal information on the Website or providing it to the Company, another Participant or Representative, the Participant gives the latter the right to use its personal data, i.e. regardless of the form and manner, to perform any action or series of actions related to collecting, processing, entering, recording, accumulating, arranging, organizing, storing, using, adapting, modifying, correcting, blocking, updating, reprocessing, altering, restoring, disseminating (selling, transferring), destroying its personal data, removing them from the Website or making other actions.
- 8.2. The Participant's personal data include the following:
  - standard data automatically received on the HTTP server when accessing the Website (host IP address, address of the requested resource, information about the program viewed, time and type of viewing it, the type of the Participant's operating system, the page address from which a shift was made to another requested resource);
  - data provided by the Participants, including, but not limited to the following: postal addresses (login names), passwords, names, contact data;
  - other information, such as Website viewing statistics, the volume of received and transmitted information, etc., obtained or generated when accessing the Website using a number of tools, including cookies.
- 8.3. Participants can configure their computer's browser to reject cookies, but it might have a negative impact on further viewing of the Website.
- 8.4. The Company has the right to request third parties' support to collect information about Participants with the help of small text files (cookies) in order to improve the Website and its services.
- 8.5. The Company uses the Participants' personal data for the following purposes:
  - support the Website operation;
  - ensure access to advertising, commercial and other information materials;
  - calculate the Cashback and Remuneration amounts;
  - prepare payment orders;
  - search for and analyze the causes of possible errors and malfunctions;
  - identify and analyze the Participants' preferences and requirements;
  - inform about services, news, marketing and other offers;
  - settle possible disputes and disagreements;
  - analyze attendance of the Website by the Participants and their preferences;
  - perform other actions related to improvement of the Website operation.
- 8.6. The Participants' personal data may be accessible also to:
  - the persons whose rights and responsibilities for obtaining such information are stipulated by the RA legal acts, the Contract, the Rules and the Terms;
  - the persons who provide the Website services, to the extent necessary for such provision.
- 8.7. The Participant may at any time modify (update, supplement) the personal data provided by it or a part of such data and their confidentiality indices using the function of editing and adjusting the personal information accessibility, as well as request the Company to delete its personal page completely, including removal of all personal data from the personal databases of the Website.

## **9. INTELLECTUAL PROPERTY**

- 9.1. The name of the Website is a trademark which is protected by the RA laws and international legislation.
- 9.2. The Company prohibits the use of the Website logo by third parties without a written license agreement. The use of the Website logo in any advertising materials, booklets or other websites without the written consent of the Company is not allowed.
- 9.3. All data provided to the Company via the Website are considered to be the property of the Company, except for the trademark, name and logo which are owned by the User and third parties under the Armenian and international laws.
- 9.4. All exclusive copyright and other property rights to the Website belong to the Company, and the use of the Website by the User is possible only within the framework of the RA legal acts, the Contract, the Rules and the Terms.
- 9.5. All information posted on the Website may not be reproduced or used without the written consent of the Company.
- 9.6. The Website, being the object of the Company's copyright, also contains advertising and other information provided by individual Users in the form of texts, graphic images, trade and service marks to be posted on the Website. The Company posts such materials in accordance with the technical requirements of the Website.
- 9.7. At the same time, the User guarantees and assumes the responsibility for observance of the copyright and posting of the information provided by it on the Website, and compensates all damages incurred by the Company during the process of settlement of claims and disputes involving third parties and arising from violation of intellectual property rights by the Users.

## **10. CONFIDENTIAL INFORMATION**

- 10.1. Commercial secret (hereinafter referred to as Undisclosed Information) is, regardless of the form, any technical, financial, organizational, commercial and other information related to the party providing the information and to its activities, which is unknown to third parties and has actual or potential commercial value by virtue of being unknown to third parties, which cannot be freely obtained on legal grounds, and confidentiality of which is protected by the measures taken by the respective party.
- 10.2. Undisclosed Information includes, but is not limited to, the following: formulas, algorithms, methods, equipment, models/samples, processes, collected data, customer-related information, files, applications, software, business techniques, manufacturing secrets, know-how, customer names, current, planned or offered products, marketing and business plans, business and marketing methods, projections, projects and analyses, financial information and prices, procedures, products, services, information regarding discoveries, inventions, industrial patterns, other patent works, copyright objects, research and experimental works, prices at which the party disclosing the information provides services or sells goods, and other information, in writing or otherwise, relating to the activity of the party disclosing the information, the procedure of its activity, plans, processes, products, employees, as well as information of confidential nature that might affect the development and efficient operation of the party disclosing the information and enables the party disclosing the information to compete effectively in the sector of its activity.
- 10.3. Users exchange Undisclosed Information through the Website and undertake not to disclose or otherwise provide to third parties any Undisclosed Information made accessible to them through the Website.
- 10.4. Undisclosed Information provided through the Website is the property of the party providing it, and no right or license to that information is transferred to the recipient directly or indirectly.
- 10.5. The recipient of the Undisclosed Information undertakes not to duplicate, copy, or otherwise use the Undisclosed Information provided to it.
- 10.6. The recipient of the Undisclosed Information undertakes to keep the Undisclosed Information confidential and take all necessary measures to protect it.
- 10.7. The recipient of the Undisclosed Information undertakes not to disclose or otherwise provide the Undisclosed Information to third parties without the prior written consent of the party providing it, except for the cases stipulated by the Contract, the Rules, the Terms, laws and other legal acts.
- 10.8. If the recipient of the Undisclosed Information has to provide the Undisclosed Information to public authorities, judicial authorities or the bodies designated by its charter, upon demand of such parties, it shall inform accordingly the party providing the Undisclosed Information and make reasonable efforts at the latter's request and resources to limit disclosure of the Undisclosed Information.

## **11. RESPONSIBILITY**

### **11.1. The User shall:**

- 11.1.1. not violate the provisions of the RA legal acts, the Contract, the Rules, the Terms, and the rights of the Company and third parties;
- 11.1.2. not use the Website if aged under 16 (sixteen) or if the User's right to use the Website has been suspended temporarily or indefinitely;
- 11.1.3. post information in the correct sections and places of the Website and not submit any claim to the Company regarding unreliability of the information posted in the System;
- 11.1.4. not perform illegal actions implying various methods of fraud and extortion;
- 11.1.5. without the Company's written consent, not perform actions aimed at promoting other internet resources, not disclose the Website registration details, identification number and password to other persons;
- 11.1.6. not copy, reproduce or modify the Website, Website services, applications, and other tools, and not create derivative works;
- 11.1.7. not collect personal data and materials belonging to the Company or other parties without their consent;
- 11.1.8. not post on the Website false, misleading, unreliable, confusing, slanderous, meaningless, insulting, threatening, indecent information, information with political implications, compromising the Company's and (or) third parties' honor, dignity and good reputation, propagating war, violence, immorality, as well as information forbidden or unwanted in accordance with the RA legal acts and the Terms;
- 11.1.9. not post on the Website any information about the Company and third parties without the permission of the Company or the respective third parties;
- 11.1.10. not disseminate (send) or transmit messages or materials through the Website that violate or infringe upon the Company's and third parties' rights of public use, intellectual property or other property and non-property rights;
- 11.1.11. not violate intellectual property rights, not copy, modify, delete or disseminate any copyright object, trademark or any other identification mark available on the Website, and not create any derivative work based on them;
- 11.1.12. not circumvent the mechanisms intended to provide for security of the Website or restrict access to the Website;
- 11.1.13. not install, disseminate (send) or transmit software viruses or spam, malicious software/applications, or other items and destructive elements that might distort the System and computer processes of the Website users;
- 11.1.14. not interfere with the Website operation and refrain from performing any actions aimed at altering the software codes on the Website or decoding and modifying the software, unauthorized access to the software system, taking possession of or damaging the electronic files of the Website;
- 11.1.15. not use robots, search devices ("spider") or other automated means, devices or applications to access the Website or for other purposes.

### **11.2. The Company shall:**

- 11.2.1. provide for the User's access to the System;
- 11.2.2. ensure confidentiality of the information required for access to the System (username and password);
- 11.2.3. not hinder the User from posting its information in the System.

## **12. LIABILITY**

12.1. The Company bears liability for non-performance or improper performance of its obligations stipulated by the RA legal acts, the Contract, the Rules and the Terms.

12.2. The Company is not liable for the following:

- 12.2.1. non-performance or improper performance of its obligations as a result of malfunction of the Website or force majeure circumstances;
- 12.2.2. the number of customers attracted for the Partner from the Participants and the result of it;
- 12.2.3. the information posted on the Website by the User being unreliable, untrustworthy, and outdated, as well as the inaccuracies contained in such information;
- 12.2.4. non-compliance of the products or services obtained as a result of using the information published on the Website with the generally accepted quality, security, lawfulness standards and the User's expectations;
- 12.2.5. direct or indirect material, moral and business reputation damages suffered by the User as a result of the information posted on the Website;
- 12.2.6. the content of other websites or links posted on the Website (including their accuracy, lawfulness, appropriateness) and copyright protection;
- 12.2.7. impossibility of using the Website, loss of data, and termination of usage;
- 12.2.8. impossibility to improve the Website, as well as update the information stored on it;
- 12.2.9. any damage caused to the User's devices or software as a result of illegal actions by third parties, resulting from the use of the Website;
- 12.2.10. any unlawful, threatening, offensive, slanderous, false, indecent information or materials posted on the Website;

- 12.2.11. failure to ensure absence of errors, malfunctions, malware, and other dangerous elements during operation of the Website.
- 12.3. The User bears liability for the following:
  - 12.3.1. non-performance or improper performance of its obligations stipulated by the RA legal acts, the Contract, the Rules and the Terms;
  - 12.3.2. failure to ensure timely updating and maintenance of facilities required for performance of technological processes, monitoring and recovery of lost data;
  - 12.3.3. damages caused to third parties as a result of false, misleading, unreliable and confusing information published by the User, including the information contained in other websites referenced by it;
  - 12.3.4. failure to perform actions protecting other Users' interests in case of terminating its membership in the System, such as failure to provide notice about termination of membership in the System and failure to remove the information about its membership in the System from the place of its operation.
- 12.4. The User is not liable for non-performance or improper performance of its obligations as a result of malfunction of the Website or force majeure circumstances.